



Dismiss”). [Doc. 13]. On March 22, 2022, Toyota Motor Credit Corporation, d/b/a Mazda Financial Services, filed a motion to join in Keffer Mazda’s Motion to Dismiss. [Doc. 15]. In its motion, Toyota Motor Credit Corporation, d/b/a Mazda Financial Services, noted that it had been incorrectly named as two separate defendants in the Complaint and Amended Complaint. [Id.]. On March 23, 2022, the Plaintiff filed a response to the Motion to Dismiss. [Doc. 16].


The Plaintiff now moves for the entry of default and the entry of a default judgment against all the named Defendants on the grounds that they have failed to plead or otherwise defend this action. [Docs. 17, 20, 21].

Rule 55(a) requires the clerk to enter default upon a showing that a party has failed “to plead or otherwise defend.” See Fed. R. Civ. P. 55(a). Here, however, the Defendants have not failed to plead or otherwise defend. To the contrary, they have sought to dismiss the Complaint or, in the alternative, to compel arbitration of the parties dispute. The Plaintiff’s motions for the entry of default and a default judgment, therefore, are denied.

**IT IS, THEREFORE, ORDERED** that the *pro se* Plaintiff’s Motions for Entry of Default [Docs. 17, 20] and Motion for Entry of Default Judgment [Doc. 21] are **DENIED**.

**IT IS SO ORDERED.**

Signed: April 11, 2022

A handwritten signature in black ink, appearing to read "Martin Reidinger", written over a horizontal line.

Martin Reidinger  
Chief United States District Judge

